

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK

MARK R. LASKOWSKI and RICHARD
HALL,

Plaintiffs,

v.

Civil Action No. 5:11-CV-340 (GLS/ATB)

LIBERTY MUTUAL FIRE INSURANCE
COMPANY,

Defendant.

**REPLY DECLARATION OF DENNIS J. ARTESE IN FURTHER SUPPORT
OF MOTION TO WITHDRAW AS COUNSEL AND TO STAY PROCEEDINGS**

I, Dennis J. Artese, Esq., hereby declare, pursuant to 28 U.S.C. § 1746, as follows:

1. I am attorney admitted to practice, and in good standing, in this District, as well as in the Southern and Eastern Districts of New York. I am a shareholder in Anderson Kill & Olick, P.C. ("AKO"), counsel of record to plaintiffs in the above-referenced action, Mark R. Laskowski and Richard Hall (collectively, "Plaintiffs"). As such, I am fully familiar with the procedural facts and circumstances regarding this action. I respectfully submit this Reply Declaration in further support of AKO's Motion to Withdraw as Counsel of Record and to Stay Proceedings.

2. In their letter response to AKO's motion, Messrs. Laskowski and Hall state that they "were led to believe that AKO would represent us to the end." Dkt. No. 69.

3. As previously explained, the retainer agreement between AKO and Plaintiffs obligates Plaintiffs to pay hourly rates for AKO's services in a timely manner,

and further provides that AKO "shall have the right to terminate the engagement" for non-payment of fees.

4. Thus, AKO did not lead Messrs. Laskowski and Hall to believe that it would represent them "to the end," even if AKO did not receive payment of its fees. To the contrary, Messrs. Laskowski and Hall should have expected, from the outset of the engagement, that AKO would terminate the engagement in the event that Plaintiffs failed to pay AKO's fees in a timely manner.

Dated: December 17, 2012

By: */s/ Dennis J. Artese*
Dennis J. Artese